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Admitted:

Massachusetts

New York

November 2, 2023

Honorable James M. Wicks  
U.S. Federal District Court  
Eastern District of New York  
100 Federal Plaza  
Central Islip, NY 11722

Re: *Superb Motors, Inc., et al. v. Anthony Deo, et al.*  
Case No. 2:23-cv-6188 (OM) (ST)

Your Honor:

Please be reminded that this office represents Anthony Deo, Sara Deo, Dwight Blankenship, Marc Merckling, Michael Laurie, Car Buyers NYC Inc., Gold Coast Cars of Syosset LLC, Gold Coast Cars of Sunrise LLC, Gold Coast Motors Automotive Group LLC, Gold Coast Motors of LIC LLC, Gold Coast Motors of Roslyn LLC, Gold Coast Motors of Smithtown LLC, and UEA Premier Motors Corp., with respect to the above referenced action (the “Deo” Defendants).

I am writing in response to the efforts being made by Plaintiffs suggesting that my clients are in violation of the Court’s injunction negotiated recently before you in the mediation session in September, 2023. Please be advised, as follows:

1. Attached hereto is a copy of the Declaration of Anthony Deo dated October 3, 2023, and submitted to this Court less than a month ago laying out two requests for clarification that we understand that this Court is taking up in the oral argument set Ordered for November 9, 2023, at 12:30 p.m.
2. Despite the attached Declaration in which the Defendants notified this Court of two issues requiring clarification, the Plaintiffs nonetheless filed a letter Motion today seeking, *inter alia*, sanctions against my clients. Once again, Plaintiffs overreach at a minimum.
3. We brought two issues to the attention of the senior Judge previously assigned to this case four weeks ago; not even three weeks ago the parties to this action agreed to have the entire case assigned to you, your Honor, whereupon the senior Judge Ordered the parties to bring the issue to this Court. For the last two weeks, I have been dealing with a frivolous Motion to Disqualify me as counsel in this case, and it was just today that this Court Ordered oral argument on injunction clarification for next Thursday, November 9, 2023.

4. There is no emergency, your Honor, despite Plaintiffs' histrionics. All automobiles that were Ordered to remain in my clients' possession, custody, and control are still in my clients' possession, custody and control.
5. However, as set forth in the attached Declaration, my clients have been forced out of business by these Plaintiffs (and others working in conjunction with and for these Plaintiffs) first at the Syosset location, and, in the near future, at the 189 Sunrise/Amityville location as well. Although it is the Deos' hope to remain in the automobile sales business, and although they continue to make efforts to remain in the automobile sales business, at present, the only secure location that my clients have to ensure the safety of these cars is at their home for the moment, which is where the cars subject to this Court's injunction are currently located, where those cars remain fully insured.

At next week's oral argument, I shall renew the requests that WE brought to this Court's attention in the attached Declaration for the purpose of clarifying the injunction at issue. In their correspondence to this Court, Plaintiffs' counsel derisively and rhetorically asks in sum and substance "when are [my clients] going to stop their lawbreaking." The simple answer is that my clients are not the ones breaking a multitude of laws, it's the Plaintiffs by and through their repeated and ongoing actions to intentionally interfere with my clients' business interests who continue to violate civil and criminal laws. Just today an agent of the Plaintiffs threatened three of my clients' lives *in writing*. Instead of asking some rhetorical, irrelevant, misplaced, and entirely derisive question about Plaintiffs' line crossing, I will instead ask this Court the following: When is this Court going to stop these Plaintiffs and their attorneys from crossing lines repeatedly? This case is not even 80 days old and the Plaintiffs have arranged to have an agent threaten the lives of Anthony Deo and two Nassau police officers (one current, one former) that I represent in this case (Dwight Blankenship and Marc Merckling). That threat is in writing. This Court needs to do something to stop these Plaintiffs' relentless and purposeful attacks on my clients please.

I remain,

Very truly yours,

A handwritten signature in black ink, appearing to read 'Harry R. Thomasson', with a long horizontal line extending to the right.

Harry R. Thomasson

Cc: M/M Anthony Deo



UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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Case No. 2:23-cv-6188 (OEM)(JW)

SUPERB MOTORS, INC., TEAM AUTO SALES LLC.,  
ROBERT ANTHONY URRUTIA, 189 SUNRISE  
HIGHWAY AUTO LLC., NORTSHORE MOTOR  
LEASING, LLC., BRIAN CHABRIER, individually and  
derivatively as a member of NORTSHORE MOTOR  
LEASING, LLC, JOSHUA AARONSON, individually and  
derivatively as a member of 189 SUNRISE HWY AUTO,  
LLC, JORY BARON, 1581 HYLAN BLVD AUTO LLC,  
1580 HYLAN BLVD AUTO LLC, 1591 HYLAN BLVD  
AUTO LLC, 1632 HYLAN BLVD AUTO LLC, 1239  
HYLAN BLVD AUTO LLC, 2519 HYLAN BLVD  
AUTO LLC, 76 FISK STREET REALTY LLC, 446  
ROUTE 23 AUTO LLC, and ISLAND AUTO  
MANAGEMENT, LLC,

Plaintiffs,

-against-

ANTHONY DEO, SARA DEO, HARRY THOMASSON,  
DWIGHT BLAKENSHIP, MARC MERCKLING,  
MICHAEL LAURIE, TOMAS JONES, CPA, CAR BUYERS  
NYC INC., GOLD COAST CARS OF SYOSSET LLC,  
GOLD COAST CARS OF SUNRISE LLC, GOLD COAST  
MOTORS AUTOMOTIVE GROUP LLC, GOLD COAST  
MOTORS OF LIC LLC, GOLD COAST MOTORS OF  
ROSLYN LLC, GOLD COAST MOTORS OF  
SMITHTOWN LLC, UEA PREMIER MOTORS CORP.,  
DLA CAPITAL PARTNERS INC., JONES LITTLE & CO.,  
CPA'S LLP, FLUSHING BANK, and LIBERTAS FUNDING,  
LLC,

Defendants.

-----X  
**DECLARATION OF ANTHONY DEO IN RESPONSE TO COURT'S INJUNCTION**  
**ISSUED SEPTEMBER 29, 2023**

Anthony Deo, pursuant to 28 U.S.C. § 1746, declares under the penalty of perjury that the  
following is true and correct:

1. My name is Anthony Deo and I am a Defendant in the above captioned action. I have first-hand knowledge of the facts recited herein.
2. I submit this Declaration in Response to this Court's Order on Plaintiffs' Application for Injunctive Relief.
3. All cars due to be returned to Plaintiffs as Ordered by this Court have been returned to Plaintiffs' possession, custody and control.
4. The cars Ordered to remain in my possession, custody and control are in my possession, custody and control, and all of those cars are insured as Ordered.
5. I ask this Court for clarification on two issues as Ordered by this Court in its Order dated September 29, 2023.
6. First, the reason proof of insurance to be provided to Plaintiffs for two of the cars was agreed upon between the Parties in the Mediation before Magistrate Wicks is because those two cars have been and continue to be utilized by me and my wife (co-Defendant Sara Deo) as demo cars, a typical "perk" for dealership owners/operators.
7. So I ask for the Court to clarify its Order allowing my wife and me to continue to utilize the 2019 Land Rover and 2023 Chevrolet Suburban as demo cars; we remain responsible for those cars and agreed to provide the proof of insurance coverage as requested by Plaintiffs specifically because we are continuing to utilize those two cars as demos. To be clear, Plaintiffs requested the proof of insurance being put into the Mediation agreement because everyone including the Plaintiffs participating in the Mediation knew that those cars have been and continue to be utilized by my wife and me, so I ask the Court to clarify its Order for Injunctive Relief to allow for that continued use.


8. If this issue is challenged in any way by Plaintiffs after submission of this Declaration, we ask this Court to send the issue to Magistrate Wicks who knows full well the reason that the insurance provision was included (due to those two cars actually being utilized as demos).
9. Secondly, attached hereto please find a true and accurate copy of a Commercial Surrender Affidavit with respect to the lease at the Syosset location formerly utilized for the operation of NorthShore Motors, and intended to be utilized by one or more of the Gold Coast entities.
10. This Affidavit is currently held in escrow while we await some agreed upon documentation from the landlord (expected to be finalized and exchanged this week), but in short, that location is being surrendered for several reasons, including the monthly cost (approximately \$40,000.00 per month) as it relates to remaining closed due to the actions and inactions of Plaintiffs since last November, 2022.
11. We bring this surrender to the Court's attention because the Syosset location is a secure location with indoor parking for the cars; the Amityville location at Sunrise Highway is not presently operating, there are no cars on that lot, it only has outdoor parking, and the location is not secure enough to leave the cars at the Amityville location at this time while it is closed.
12. Accordingly, we also ask this Court to allow for the cars in our possession covered by this Court's Order dated September 29, 2023, to be parked at our secure home address (3 Hunting Lane, Old Westbury, NY, 11568) while we arrange a new second location for our operations. As soon as we open any location we will immediately move the cars to the first location at which we commence operations and will so notify this Court.

SIGNED AND SWORN UNDER THE PAINS AND PENALTIES OF PERJURY.

Dated: Wantagh, New York  
October 3, 2023

  
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ANTHONY X. DEO

Sworn before me this 3<sup>rd</sup>  
Day of October, 2023

  
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Notary Public

